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June 04, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 June 4, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND TWO STD SCREENING, TREATMENT, CASE FINDING, AND
EDUCATIONAL SERVICES CONTRACTS AND 33 HIV/AIDS HEALTH EDUCATION/ RISK
REDUCTION CONTRACTS TO EXTEND THE TERM EFFECTIVE JULY 1, 2014 THROUGH JUNE
30, 2016
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend two STD Screening, Treatment, Case Finding, and Educational Services contracts and 33 HIV/AIDS Health Education/Risk Reduction contracts to extend the term effective July 1, 2014 through June 30, 2016.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute contract amendments substantially similar to Exhibit I that extend the contract term effective July 1, 2014 through December 31, 2015, with an option to extend for an additional six months, on a month to month basis through June 30, 2016, for the provision of STD Screening, Treatment, Case Finding, and Educational Services, with: 1) AIDS Healthcare Foundation (AHF), Contract Number H-701797, at a total maximum obligation of \$533,000, offset by Centers for Disease Control and Prevention (CDC) STD Assessment, Assurance, Policy Development, and Prevention Strategies (AAPPS) and net County cost (NCC) funds; and 2) The Los Angeles Gay and Lesbian Community Services Center (LAGLC), Contract Number H-701701, at a total maximum obligation of \$1,229,547, offset by CDC STD AAPPS, CDC Comprehensive HIV Prevention Project (CHPP), and NCC funds.

2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the two STD Screening, Treatment, Case Finding, and Educational Services contracts that allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 25 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Authorize and instruct the Director of DPH, or his designee, to execute contract amendments substantially similar to Exhibit II to 33 HIV/AIDS Health Education/Risk Reduction (HE/RR) service contracts with the providers identified in Attachment A that extend the contract term effective July 1, 2014 through December 31, 2015, with an option to extend for an additional six months, on a month to month basis through June 30, 2016, at a total maximum obligation of \$16,197,000, offset by CDC CHPP, Intra-Fund Transfer (IFT) from DPH's Substance Abuse Prevention and Control (SAPC), and NCC funds.
4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the 33 HIV/AIDS HE/RR contracts that allow the rollover of unspent contract funds and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Director of DPH, or his designee, to execute change notices to all 35 contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.
6. Delegate authority to the Director of DPH, or his designee, to terminate the contracts during the six month extension period by providing a 30 day advance written termination notice upon completion of a competitive solicitation process, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute amendments to contracts with AHF and LAGLC to extend the contract terms effective July 1, 2014 through June 30, 2016, to continue providing STD case finding, treatment, and educational services using a Community Embedded Disease Intervention Specialist (CEDIS) model, endorsed by the CDC as an alternative approach to using DPH Public Health Investigators. The purpose of STD screening, treatment, case finding, and educational services, including the use of a CEDIS is to: 1) increase screening and treatment for people at high risk for STDs, per CDC guidance; 2) improve services for STD clients and their partners, including linkage to care; 3) reduce re-infection; and 4) increase community and provider knowledge of STD-related treatment, prevention, epidemiology, and effective policies.

CEDIS staff provide partner elicitation services to each client testing positive for an STD or HIV; provide case-finding, treatment, education, and prevention services to clients testing positive for an STD; ensure that all HIV-positive clients are linked into medical care; and inform DPH staff about each STD positive and newly identified HIV-positive patient. Because the CEDIS are embedded in

the community-based organization with which the client has already developed a relationship, they successfully develop rapport with the clients being diagnosed and treated within the agency, yielding more productive elicitation of client's partners who may need STD and/or HIV testing and treatment.

Approval of Recommendation 2 will allow DPH to execute amendments to the two STD case finding, treatment, and educational services contracts to rollover unspent funds; internally reallocate funds between budgets up to 25 percent of each term's annual base maximum obligation; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This request to increase or decrease STD service contract funding up to 25 percent above or below the annual base maximum obligation will allow sufficient flexibility to adjust staffing levels and/or program costs. Under the STD AAPPS grant, the CDC requires grantees to conduct STD planning activities that can result in increases or decreases in cost greater than 10 percent.

This recommendation will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on NCC.

Approval of Recommendation 3 will allow DPH to execute 33 amendments to HIV/AIDS HE/RR service contracts for the continuation of HE/RR activities. These services are key components of the HIV prevention effort, providing education, awareness, and skill-building to increase knowledge about risk behaviors for HIV, decrease the frequency of those behaviors, and ensure that those individuals living with HIV reduce the probability of transmitting HIV to others. HE/RR services also provide a means to refer persons at high risk for HIV or of unknown HIV status to available HIV counseling and testing services. Sub-modalities include comprehensive risk counseling services, faith-based services, and services to Native Americans.

Approval of Recommendation 4 will allow DPH to execute amendments to the HIV/AIDS HE/RR service contracts to rollover unspent funds; internally reallocate funds between budgets up to 10 percent of each term's annual base maximum obligation; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommendation will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on NCC.

Approval of Recommendation 5 will allow DPH to execute change notices to the 35 contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or

corrections of errors in the contract's terms and conditions.

Approval of Recommendation 6 will allow DPH to terminate the contracts during the six month extension period by providing a 30 day advance written termination notice upon completion of a competitive solicitation process.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost to extend Contract H-701797 with AHF is \$533,000 (with an annual maximum obligation of \$266,500), consisting of \$120,000 in CDC STD AAPPs and \$413,000 in NCC funds, for the term effective July 1, 2014 through June 30, 2016.

The total program cost to extend Contract H-701701 with LAGLC is \$1,229,547 (with an annual maximum obligation of \$614,774), consisting of \$172,000 in CDC CHPP, \$520,547 in CDC STD AAPPs, and \$537,000 in NCC funds, for the term effective July 1, 2014 through June 30, 2016.

The total program cost for the 33 HE/RR amendments is \$16,197,000 (with an annual maximum obligation of \$8,098,500), consisting of \$7,258,800 in CDC CHPP funds, \$4,236,000 in Center for Substance Abuse Prevention funds through an IFT from SAPC, and \$4,702,200 in NCC, for the term effective July 1, 2014 through June 30, 2016.

Funding is included in DPH's fiscal year (FY) 2014-15 Final Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on March 20, 2014 of DPH's request to increase or decrease STD service contract funding up to 25 percent above or below the annual base maximum obligation to allow sufficient flexibility to adjust staffing levels and/or program costs. Under the STD AAPPs grant, the CDC requires grantees to conduct STD planning activities that can result in increases or decreases in cost greater than 10 percent.

County Counsel has approved Exhibits I and II as to form. Attachment A provides information about the HE/RR services contracted providers and the 33 recommended amendments.

CONTRACTING PROCESS

STD Screening, Treatment, Case Finding, and Educational Services

On September 27, 2005, your Board authorized DPH to execute contracts with AHF and LAGLC through June 30, 2008 as a result of a solicitation for the provision of STD screening, case finding, treatment, and educational services. On June 17, 2008, your Board authorized the execution of

amendments to extend the terms of the contracts through June 30, 2011. On June 7, 2011, your Board authorized the execution of amendments to extend the terms of the contracts through June 30, 2014.

HE/RR and Faith-Based

On September 29, 2009, your Board authorized DPH to execute 34 contracts for the provision of HE/RR services and one contract for the provision of faith-based HIV prevention services, effective October 1, 2009 through June 30, 2014 as a result of solicitation. In June 2011 and December 2011, AHF and the City of Long Beach, respectively, requested termination of their contracts.

To prevent a gap in services, DPH is requesting to extend these services until a Request for Proposals can be developed and released for HE/RR and STD screening, treatment, case finding, and educational services. DPH has prioritized these services for solicitation in early 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide uninterrupted delivery of HE/RR and STD screening, treatment, case finding, and educational services to Los Angeles County residents.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:ev
BL#02913

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. XXXXXXXXXX

**SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING,
AND EDUCATIONAL SERVICES AGREEMENT**

Amendment No. 10

THIS AMENDMENT is made and entered into this _____
day of _____, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

XXXXXXXXXXXXXXXXXXXXX (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled "SEXUALLY
TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND
EDUCATION SERVICES AGREEMENT", dated October 1, 2005, and further identified
as Contract Number H-701701, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, County has been awarded grant funds from Centers for Disease
Control and Prevention (hereafter "CDC"), STD Assessment, Assurance, Policy
Development, and Prevention Strategies (hereafter "STD AAPPs"), Catalog of Federal
Domestic Assistance (CFDA) Number 93.977; and Comprehensive HIV Prevention
Project (hereafter "CHPP"), Catalog of Federal Domestic Assistance (CFDA) Number
93.940; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
the term and increase the maximum obligation of County and make other hereafter
designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2014.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

“1. TERM: The term of this Agreement shall commence on October 1, 2005 and shall remain in full force and effect through December 31, 2015. Said Agreement shall thereafter be extended on a month-to-month basis through June 30, 2016. For purposes of the month-to-month extension period, County may give notice of its intent not to renew thirty (30) days prior to the start of each month’s extension. The Director of Public Health shall have the authority to issue such termination notice on behalf of the County.”

3.Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

“2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits “A”, “B”, “C”, “D.1”, “D.2”, “D.3”, “E.1”, “E.2”, “E.3”, “F.1”, “F.2”, “F.4”, “F.5”, “F.6”, “G.1”, “G.2”, “G.3”, “G.4”, “H”, “H.1”, “H.1-A”, “H.2”, “H.3”, “H.4”, “H.5”, “I”, “I.1”, and “J” , “J.1” and”J.2”, Scopes of Work, attached hereto and incorporated herein by reference during the term of this Agreement.

Services shall be provided to persons who live within the County of Los Angeles who suffer from or are suspected of suffering from sexually transmitted diseases.

County approved supplies provided pursuant to this Agreement shall be used solely for the detection and treatment of sexually transmitted diseases. The program under which these services shall be provided is the Sexually Transmitted Disease Control Program (hereafter "Program")."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph 23 shall be added to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

23. During the period effective July 1, 2014 through December 31, 2015, the maximum obligation of County for all Contractor's performance as described in Exhibits "J", "J.1" and "J.2" hereunder, shall not exceed Nine Hundred Twenty Two Thousand, One Hundred Sixty Dollars (\$922,160), which is comprised of net County cost (NCC) and federal funds. This sum represents the total maximum obligation of County as shown in Schedules "10," "11", "12," "13", and xxx, xxx attached hereto and incorporated herein by reference.

If and when contract is extended, during the period of January 1, 2016 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Schedule(s) xxxx,xxxx, attached hereto and incorporated herein by reference."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

“4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term’s annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to twenty-five percent (25%) of the term’s annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to twenty-five percent (25%) of each term’s annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum

obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

C. Paragraph 6, COMPENSATION, shall be amended to read as follows:

“6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules: 1, 2, 3, 3-1, 4.1, 4.2, 4.3, 5.1, 5.2, 5.3, 6.1, 6.2, 6.4, 6.5, 6.6, 7.1, 7.2,

8.1, 8.1-A, 8.2, 8.3, 8.4, 8.5, 9.1, 9.2, 10, 11, 12, 13 and xxx, xxxx, and the BILLING AND PAYMENT Paragraph of the Agreement Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

7. Paragraph 8, ALTERATION OF TERMS, shall be amended and replaced in its entirety to read as follows:

“8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County’s Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County’s Board of

Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds; and/or an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit modifications to or within budget categories and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and

Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement."

8. Paragraph 9, INDEMNIFICATION, shall be amended to read as follows:

"9. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

9. Paragraph 10, GENERAL INSURANCE REQUIREMENTS, shall be amended to read as follows;

"10. GENERAL PROVISION FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way

warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

and

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to

this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

10. Paragraph 11, INSURANCE COVERAGE REQUIREMENTS, shall be amended to read as follows:

"11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

11. Paragraph 15, BILLING AND PAYMENT, shall be amended and replaced in its entirety to read as follows;

"15. INVOICES AND PAYMENTS:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits "A", "B", "C", "D.1", "D.2", "D.3", "E.1", "E.2", "E.3", "F.1", "F.2", "F.3", "F.4", "F.5", "F.6", "G.1", "G.2", "G.3", "G.4", "H", "H.1", "H.1-A", "H.2", "H.3", "H.4", "H.5", "I", "I.1", and J, J.1 and J.2 and elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to County of Los Angeles, Division of HIV and STD Programs, Financial Services, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30)

calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all

outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

- (6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.”

12. Paragraph 22. DHSP GRIEVANCE PROGRAM, shall be added to read as follows:

“22. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their

complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

1. Grievance (telephone) Line
2. Fax
3. Email
4. Mail (postal)
5. In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling (800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

- (1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising

that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4 Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.”

13. Paragraph 23, TIME OFF FOR VOTING, shall be added to read as follows:

“23. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the

time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.”

14. Paragraph 24, WHISTLEBLOWER PROTECTIONS, shall be added to read as follows:

“24. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the

statue, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

15. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be amended and replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor’s Staff: County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the contractor’s Project Manager.

C. Contractor’s Staff Identification: All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to

include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

16. Paragraph 45, COUNTY'S QUALITY ASSURANCE PLAN, of the
ADDITIONAL PROVISIONS, shall be amended to read as follows:

“45. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Contract term extension option.”

17. Effective on the date of this Amendment, Exhibit “J”, “J.1” and “J.2”
SCOPE(S) OF WORK FOR HIV/AIDS SCREENING, TREATMENT, CASE FINDING,
AND EDUCATIONAL SERVICES, shall be attached hereto and incorporated herein
by reference.

18. Effective on the date of this Amendment, Schedules 10, 11, 12, 13 and xxxx, xxxx, BUDGET FOR HIV/AIDS SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES, shall be attached hereto and incorporated herein by reference.

19. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

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COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
AND SEXUALLY TRANSMITTED DISEASES (STD) PARTNER SERVICES
VIA A COMMUNITY-EMBEDDED DISEASE INTERVENTION SPECIALIST (CEDIS)
SERVICES AGREEMENT**

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Contract No.: XXXXXXXXXX0

EXHIBIT J

XXXXXXXXXXXXXXXXXXXXXXX

**HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND SEXUALLY TRANSMITTED
DISEASES (STD) PARTNER SERVICES VIA A COMMUNITY-EMBEDDED DISEASE
INTERVENTION SPECIALIST (CEDIS) SERVICES AGREEMENT**

1. Exhibit A, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C, D and E, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of July 1, 2014 through June 30, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for community-embedded disease intervention specialist (CEDIS) services shall not exceedxxxxxxxxxx Dollars (\$xxxxxx).

Such maximum obligation is comprised of xxxxxxxx(\$xxx) of NCC funds as shown in Schedule xx; and xxxxx (\$xxxx) of CDC CSPS as shown in Schedule xxx, attached hereto and incorporated herein by reference

D. During the period of July 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for CEDIS services shall not exceed xxxxxxxxxxxxx Dollars (\$xxxxxxx).

Such maximum obligation is composed of xxxxxxxx(\$xxx) of NCC funds as shown in Schedule xx; and xxxxx (\$xxxx) of CDC CSPS as shown in Schedule xxx, attached hereto and incorporated herein by reference.

E. If and when contract is extended, during the period of January 1, 2016 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Schedule(s) xxxx,xxxx, attached hereto and incorporated herein by reference.”

2. Exhibit A, Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1 through 9.2, and 10, 11, 12, 13 and xxx, xxx, attached hereto and incorporated herein by reference, and the INVOICE AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Exhibit A, Paragraph 7, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

“7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide HIV and STD partner services to persons who test positive for HIV and/or STD, in accordance with procedures formulated and

adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Partner services and STD disease intervention interviewing shall be informed by the CDC, CDPH-OA, and DPH. All interview sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. Contractor shall provide such services as described in Exhibit(s) J, J.1 and J.2, Scopes of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide partner services to all newly diagnosed HIV positive clients at contractor's facility.

(1) Services to be provided: During each term of this Agreement, CEDIS shall conduct the following:

(a) Inform the DHSP Partner Services (PS) staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP PS.

EXHIBIT I

(c) Inform client of the importance and benefits of partner services.

(d) Inform client that representatives of the Public Health Department may contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link at least ninety-five percent (95%) of all newly diagnosed HIV positive persons to HIV medical care within 72 hours.

(f) Link to other care and prevention services, as necessary.

B. Provide STD partner services, case-finding, treatment, education and prevention services to clients testing positive for STD at contractor's facility.

(1) Services to be provided: During each term of this Agreement, CEDIS shall conduct the following:

(a) Interview clients infected with syphilis and/or HIV and other STDs when requested by DHSP. CEDIS will perform standard activities to locate and refer potentially exposed clients for examination and/or treatment.

(b) CEDIS will serve as contractor's liaison for syphilis, HIV, and other STD case management records (CMR) between DHSP, and other health care providers.

C. Programs should obtain staff that has general computer skills that will allow them to input or transmit data into the data reporting system identified by DHSP.

D. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.”

4. Exhibit A, Paragraph 10, REPORTS, shall be amended to read as follows:

“10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division Chief.

B. Other Reports: As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.”

5. Exhibit A, Paragraph 18, PREVENTION PLANNING COMMITTEE shall be added to read as follows:

“__18__. COMMISSION ON HIV: Contractor shall actively participate in the HIV Commission meetings to assist in the planning and operations of prevention services in Los Angeles County.

6. Exhibit, A Paragraph 25 --POINT OF CARE RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE, shall be added to read as follows:

“25. POINT OF CARE RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE: Point of Care Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care: The Contractor will follow HIV testing algorithm outlined in the Contractor’s HIV testing QA Plan. This includes implementing the Point of Care the Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in the Revised Attachment I, attached hereto and incorporated herein as reference. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing

EXHIBIT I

algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in the Revised Attachment I. All rapid testing algorithm activities must be approved by the Medical Director of DHSP or her/his designee.

Revised Attachment I

Recommendations for Two-test HIV Rapid Testing Algorithms

Figure 1. Two-test HIV rapid test algorithm with an Oral screening test

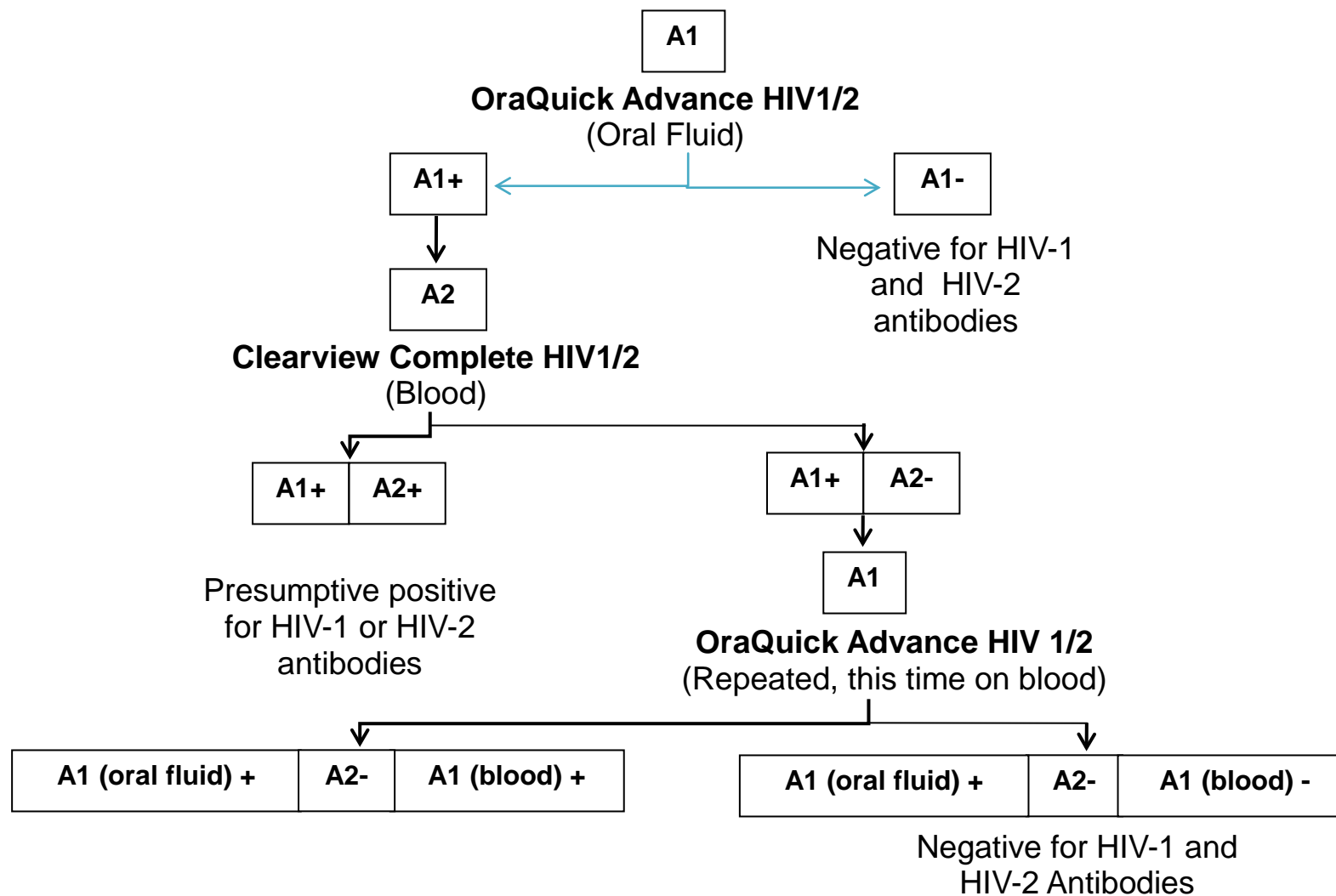
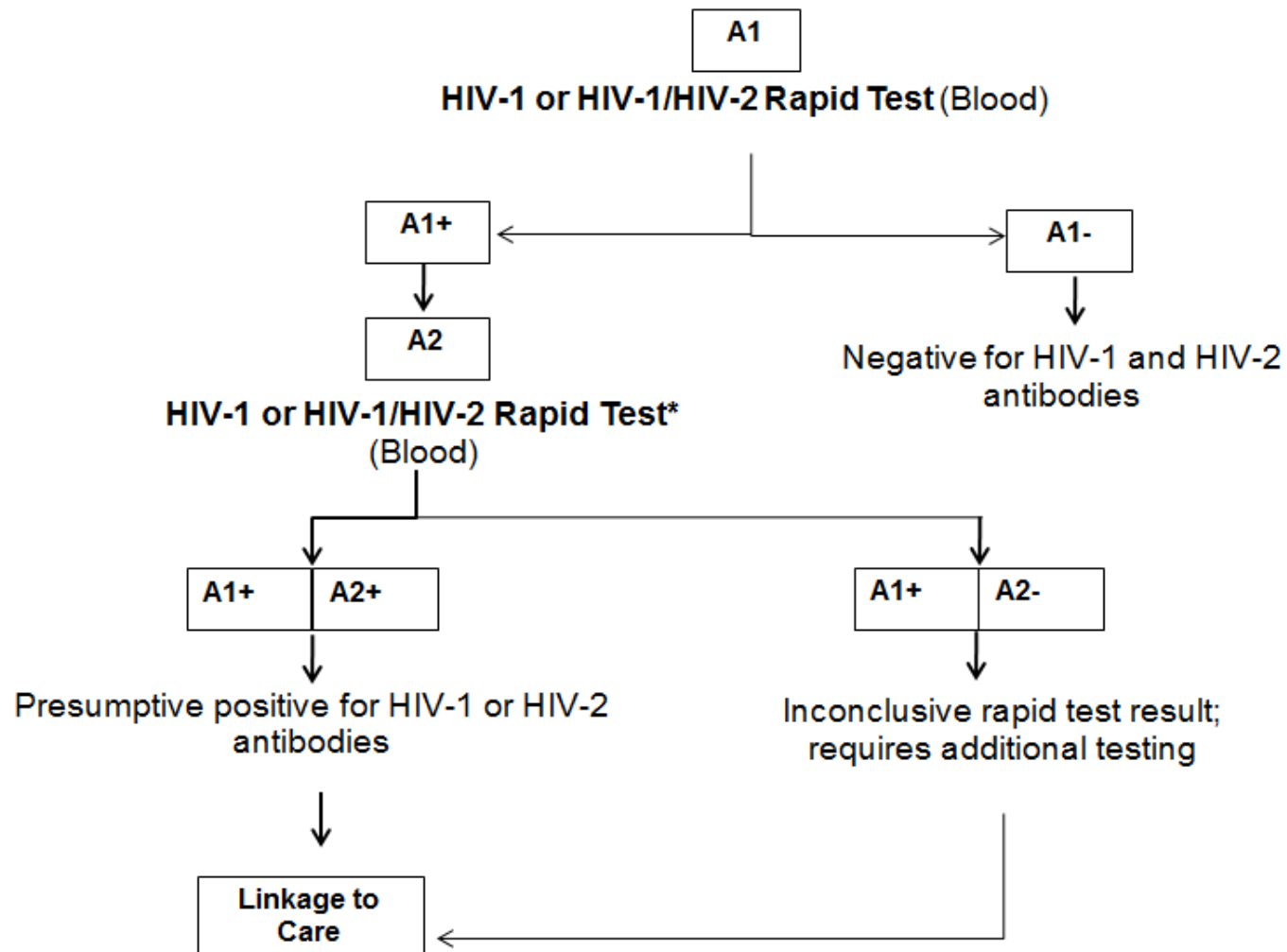


Figure 2. Two-test HIV rapid test algorithm with a Blood screening test



STD and Hepatitis Guidelines

Table 1: Interpretation and Management of STD and Hepatitis Screening Test Results

For when to use each test, see 'STD and Hepatitis Screening Recommendations' table

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	Non Treponemal Test <ul style="list-style-type: none"> RPR If reactive, lab will perform a confirmatory (Treponemal) test <ul style="list-style-type: none"> TPPA 	No Infection unless early syphilis is suspected (see footnote*)	Syphilis, <u>or</u> Old treated syphilis, <u>or</u> False positive result	If RPR and confirmatory test positive: Refer for further evaluation and possible treatment and management of partner(s) if indicated. If RPR positive and TPPA negative, refer for further assessment
Gonorrhea	Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> Urine or self-collected vaginal swab (preferred in women) Rectal** Pharyngeal** 	No infection	Infection***	If NAAT positive***: Refer for treatment of client and management of partner(s) Retest for repeat infection at 3 months after treatment or anytime the client returns within 1-12 months
Chlamydia	Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> Urine or self-collected vaginal swab (preferred in women) Rectal ** 			

EXHIBIT I

Trichomonas	Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> Female urine or self-collected vaginal swab (preferred) 			
Hepatitis B	Hep B surface antigen (HBsAg)	No acute or chronic hepatitis B infection, unless exposed in last 10 weeks (see footnote****)	Acute or chronic hepatitis B infection Possible false positive result (if confirmatory test not done or recent hep B vaccine given)	If HBsAg positive: Refer for further evaluation of client and, if confirmed, screening and vaccination of household and sexual partners.
Hepatitis C	Hep C antibody (Hep C Ab)	No infection unless exposed in last 6 months	Past or present infection Possible false positive result	If Hep C Ab positive: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal NAATs are not FDA approved so should only be sent to laboratories that have performed the necessary validation. The LAC PHL has validated gonorrhea and chlamydia testing of rectal specimens and gonorrhea testing of throat specimens.

*** There is a possibility of a false positive result, especially in low risk individuals. Refer for further evaluation in such cases.

**** This result cannot show if client has been infected in the past and recovered or if never infected and therefore susceptible to infection in future

Revised Attachment III**Table 2: Interpretation of serologic test results for Hepatitis B virus infection**

Note: HBsAb testing is only indicated for pre-vaccine screening in settings where hepatitis vaccine is available.

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (**immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

Table 3: STD and Hepatitis Screening Recommendations

Consider screening clients not listed below if they are at risk

Consider screening those at increased risk more frequently

DISEASE	SCREENING TESTS
Syphilis	<p>Men who have sex with men (MSM)</p> <ul style="list-style-type: none"> • Screen annually <p>Transgender individuals</p> <ul style="list-style-type: none"> • Screen as appropriate according to risk behavior
Gonorrhea / Chlamydia	<p>Females <25 years of age</p> <ul style="list-style-type: none"> • Screen annually • 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection <p>Females >25 years of age - screen if risk factors e.g.</p> <ul style="list-style-type: none"> • History of chlamydia or gonorrhea infection, particularly in past 24 months • More than one sex partner in past year • Suspects recent partner may have had concurrent partners • New sex partner in past 3 months • Exchanged sex for drugs/money in past year • African American women up to age 30 • High local community prevalence of infection • 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection <p>Heterosexual men - screen according to risk e.g.</p> <ul style="list-style-type: none"> • Screen for chlamydia if had chlamydia in past 24 months • 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection <p>Men who have sex with men (MSM)</p> <ul style="list-style-type: none"> • Screen annually for <ul style="list-style-type: none"> ○ Chlamydia: urine, and rectal if exposed ○ Gonorrhea: urine, and rectal and/or throat if exposed • 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection <p>Transgender individuals</p> <ul style="list-style-type: none"> • Screen as appropriate according to risk behavior • 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection

EXHIBIT I

Trichomononas (females only)	Consider screening females if high risk e.g. <ul style="list-style-type: none"> • History of STD • New or multiple sex partners, • Exchanged sex for drugs/money in past year • IDU • 3 months (or anytime they return 1-12 months) after treatment for trichomonas infection
Hepatitis B	IDU <ul style="list-style-type: none"> • Screen MSM <ul style="list-style-type: none"> • Screen at least once Sex or household contact of person with acute or chronic hepatitis B <ul style="list-style-type: none"> • Screen (also refer for hep B vaccination)
Hepatitis C	IDU (even once) <ul style="list-style-type: none"> • Screen

Pregnant women should be screened for CT, GC, syphilis, HIV and hepatitis B as part of routine prenatal care. Refer if not in care.

All individuals infected with HIV should be screened for CT, GC, trichomonas, syphilis, HSV-2, HIV, hep B and hep C, including rectal and throat screening if indicated. Refer if not in care for HIV care and STD screening

Reference (except for trichomonas): adapted from the **California Sexually Transmitted Disease (STD) Screening Recommendations 2010** <http://www.cdph.ca.gov/pubsforms/Guidelines/Documents/CA-STD-Screening-Recommendations.pdf> which are based on guidelines for STD screening from the Centers for Disease Control and Prevention, U.S. Preventive Services Task Force, Infectious Disease Society of America, Region IX Infertility Prevention Project, and the California STD Control Branch. In populations for whom no recommendations exist, screening should be based on risk factors, local epidemiology and prevalence of specific STDs in the particular clinical setting.

Reference for trichomonas guidelines: **CDC STD treatment guidelines 2010** <http://www.cdc.gov/std/treatment/2010/toc.htm>

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMPREHENSIVE RISK COUNSELING SERVICES**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) COMPREHENSIVE RISK COUNSELING SERVICES", dated October 1, 2009
and further identified as Agreement Number _____ and any Amendments thereto (all
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from the Centers for Disease
Control and Prevention (hereafter "CDC"), HIV Prevention Project (hereafter "HPP"),
Catalog of Federal Domestic Assistance Number 93.940; and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective **July 1, 2014**.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on xxxxxxxx and shall continue in full force and effect through December 30, 2015. Said Agreement shall thereafter be extended on a month-to-month basis through June 30, 2016. For purposes of the month-to-month extension period, County may give notice of its intent not to renew thirty (30) days prior to the start of each month's extension. The Director of Public Health shall have the authority to issue such termination notice on behalf of the County."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to add

Exhibits xxx and xxxx to read as:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits xxx,xxx,xxx,xxx, and xxx, attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be amended to add Subparagraphs G, H, and I as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

G. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Schedule xxx, attached hereto and incorporated herein by reference. Such maximum obligation is comprised of State, federal and/or net County cost funds.

H. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Schedule xxx, attached hereto and incorporated herein by reference. Such maximum obligation is comprised of State, federal and/or net County cost funds.

I. If **and when** contract is extended, **during the period** ____ through ____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Schedule xxxx, attached hereto and incorporated herein by reference.

5. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules xxx,xxx,xxx,____ and ____, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

6. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term’s annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to 10 percent (10%) of the term’s annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term’s annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations

of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B.County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.”

7. Paragraph 11, INDEMNIFICATION, shall be amended to read as follows:

“11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers,

employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

8. Paragraph 20, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

“20. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County’s Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to

add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 20.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds; and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 20.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit modifications to or within budget categories and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and

conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement."

9. Paragraph 23, TIME OFF FOR VOTING, shall be added to read as follows:

"23. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

10. Paragraph 24, WHISTLEBLOWER PROTECTIONS, shall be added to read as follows:

"24. WHISTLEBLOWER PROTECTIONS: If federal funds are used to support services under this agreement then Contractor shall be made aware of the following:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition,

whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the

whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

11. Paragraph 25, QUALITY MANAGEMENT PLAN, shall be added and re-designated from Exhibit xxx to be read as follows:

“25. QUALITY MANAGEMENT PLAN: Contractor shall develop its program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to DHSP, within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency’s QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during ~~the annual on-site~~ QM program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program’s mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes,

agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. The DHSP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or aspects of care. Sampling shall be, at a minimum ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results as the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies –QM committee shall identify process—improvement efforts and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through client satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Client feedback and/or client satisfaction survey results shall be discussed in the agency's QM committee meetings on a regular basis for improving client services. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to DHSP staff during program

reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not be limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to the appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.”

12. Paragraph 26, QUALITY MANAGEMENT PROGRAM MONITORING, shall be added and re-designated from Exhibit xxx to be read as follows:

“26. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor’s QM program annually. A numerical score will be issued to the contractor’s QM program based on one hundred percent (100%) as the maximum score. Contractor’s QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.”

13. Paragraph 28, DHSP GRIEVANCE PROGRAM, shall be added to read as follows:

“28. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any

aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

1. Grievance (telephone) Line
2. Fax
3. Email
4. Mail (postal)
5. In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling (800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

- (1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that

DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program. “

14. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to

include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

15. Effective on the date of this Amendment, Schedules xx and xx, BUDGET(S)

FOR HIV/AIDS COMPREHENSIVE RISK COUNSELING SERVICES, shall be added and attached hereto and incorporated herein by reference.

16. Effective on the date of this Amendment, Exhibits ____, ____ and ____, SCOPE(S) OF WORK FOR HIV/AIDS COMPREHENSIVE RISK COUNSELING SERVICES, shall be added and attached hereto and incorporated herein by reference.

17. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles
has caused this Amendment to be subscribed by its Director of Public Health,
and Contractor has caused this Amendment to be subscribed in its behalf by its
duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL# _____

Agency and Contract Number					Annual Maximum Obligation				Annual Maximum Obligation	Total Maximum	SPA
	CDC 7/1/14 - 12/31/14	CDC 01/01/15 - 6/30/15	CSAP 7/1/14 - 6/30/15	NCC 7/1/14 - 06/30/15	7/1/14 - 6/30/15	CDC 07/01/15 - 6/30/16	CSAP 07/01/15 - 6/30/16	NCC 07/01/15 - 6/30/16	7/1/15 - 6/30/16	7/1/14 - 6/30/16	

HEALTH EDUCATION/RISK REDUCTION (HE/RR)

1	APLA Health & Wellness PH-001026	\$ 78,750	\$ 78,750	\$ 246,000	\$ 325,200	\$ 728,700	\$ 157,500	\$ 246,000	\$ 325,200	\$ 728,700	\$ 1,457,400	1,4,6
2	Asian American Drug Abuse Program, Inc. PH-001027			\$ 375,000		\$ 375,000		\$ 375,000		\$ 375,000	\$ 750,000	4,6,8
3	Being Alive: People with HIV/AIDS Action Coaliton PH-001028	\$ 93,750	\$ 93,750			\$ 187,500	\$ 187,500			\$ 187,500	\$ 375,000	2,4,5
4	Bienestar Human Services, Inc. PH-001029	\$ 300,000	\$ 300,000			\$ 600,000	\$ 600,000			\$ 600,000	\$ 1,200,000	2,3,4,6,7,8
5	California Drug Counseling, Inc. PH-001030			\$ 150,000		\$ 150,000		\$ 150,000		\$ 150,000	\$ 300,000	2,3
6	Center for Health Justice, Inc. PH-001031	\$ 96,750	\$ 96,750			\$ 193,500	\$ 193,500			\$ 193,500	\$ 387,000	1-8
7	Childrens Hospital Los Angeles PH-001032	\$ 201,750	\$ 201,750			\$ 403,500	\$ 403,500			\$ 403,500	\$ 807,000	4,6,8
8	East Los Angeles Women's Center PH-001035	\$ 90,000	\$ 90,000			\$ 180,000	\$ 180,000			\$ 180,000	\$ 360,000	4,7
9	East Valley Community Health Center, Inc. PH-001036			\$ 180,000	\$ 187,500	\$ 367,500		\$ 180,000	\$ 187,500	\$ 367,500	\$ 735,000	3,7
10	El Centro Del Pueblo PH-001037			\$ 237,000		\$ 237,000		\$ 237,000		\$ 237,000	\$ 474,000	4
11	El Proyecto del Barrio, Inc. PH-001038	\$ 90,000	\$ 90,000		\$ 180,000	\$ 360,000	\$ 180,000		\$ 180,000	\$ 360,000	\$ 720,000	2
12	Friends Research Institute, Inc. PH-001039			\$ 620,400		\$ 620,400		\$ 620,400		\$ 620,400	\$ 1,240,800	4
13	Greater Los Angeles Agency on Deafness, Inc. PH-001040	\$ 60,000	\$ 60,000			\$ 120,000	\$ 120,000			\$ 120,000	\$ 240,000	2,4,7
14	In the Meantime Men's Group, Inc. PH-001041				\$ 229,500	\$ 229,500			\$ 229,500	\$ 229,500	\$ 459,000	6
15	JWCH Institute, Inc. PH-001042				\$ 187,500	\$ 187,500			\$ 187,500	\$ 187,500	\$ 375,000	4,6,7
16	Los Angeles Centers for Alcohol and Drug Abuse PH-001043				\$ 288,300	\$ 288,300			\$ 288,300	\$ 288,300	\$ 576,600	3,4,7
17	The Los Angeles Gay and Lesbian Community Service Center PH-001044	\$ 112,500	\$ 112,500			\$ 225,000	\$ 225,000			\$ 225,000	\$ 450,000	2,4
18	Minority AIDS Project PH-001045	\$ 150,000	\$ 150,000			\$ 300,000	\$ 300,000			\$ 300,000	\$ 600,000	6
19	Special Service for Groups PH-001046				\$ 250,800	\$ 250,800			\$ 250,800	\$ 250,800	\$ 501,600	4
20	Tarzana Treatment Centers, Inc. (SPA 1) PH-001047			\$ 129,600		\$ 129,600		\$ 129,600		\$ 129,600	\$ 259,200	1
21	Tarzana Treatment Centers, Inc. (SPA 2-8) PH-001062			\$ 180,000		\$ 180,000		\$ 180,000		\$ 180,000	\$ 360,000	2,8
22	Valley Community Health Center PH-001048				\$ 126,000	\$ 126,000			\$ 126,000	\$ 126,000	\$ 252,000	2
23	Venice Family Clinic PH-001034	\$ 36,000	\$ 36,000			\$ 72,000	\$ 72,000			\$ 72,000	\$ 144,000	5
24	Westside Family Health Center PH-001049				\$ 187,500	\$ 187,500			\$ 187,500	\$ 187,500	\$ 375,000	5
25	Whittier Rio Hondo AIDS Project PH-001050				\$ 262,800	\$ 262,800			\$ 262,800	\$ 262,800	\$ 525,600	3,7

Agency and Contract Number						Annual Maximum Obligation				Annual Maximum Obligation	Total Maximum	SPA
		CDC 7/1/14 - 12/31/14	CDC 01/01/15 - 6/30/15	CSAP 7/1/14 - 6/30/15	NCC 7/1/14 - 06/30/15	7/1/14 - 6/30/15	CDC 07/01/15 - 6/30/16	CSAP 07/01/15 - 6/30/16	NCC 07/01/15 - 6/30/16	7/1/15 - 6/30/16	7/1/14 - 6/30/16	
		\$ 1,309,500	\$ 1,309,500	\$ 2,118,000	\$ 2,225,100	\$ 6,962,100	\$ 2,619,000	\$ 2,118,000	\$ 2,225,100	\$ 6,962,100	\$ 13,924,200	
COMPREHENSIVE RISK COUNSELING SERVICES (CRCS)												
26	AIDS Project Los Angeles PH-001051	\$ 63,000	\$ 63,000			\$ 126,000	\$ 126,000			\$ 126,000	\$ 252,000	4,6
27	Bienestar Humans Services, Inc. PH-001052	\$ 113,400	\$ 113,400			\$ 226,800	\$ 226,800			\$ 226,800	\$ 453,600	4,6,7,8
28	Friends Research Institute, Inc. PH-001053				\$ 126,000	\$ 126,000			\$ 126,000	\$ 126,000	\$ 252,000	4
29	Special Service for Groups PH-001054	\$ 50,400	\$ 50,400			\$ 100,800	\$ 100,800			\$ 100,800	\$ 201,600	4,8
30	The Wall Las Memorias Project PH-001055	\$ 50,400	\$ 50,400			\$ 100,800	\$ 100,800			\$ 100,800	\$ 201,600	3,6,7
31	Watts Healthcare Corporation PH-001056	\$ 63,000	\$ 63,000			\$ 126,000	\$ 126,000			\$ 126,000	\$ 252,000	6
		\$ 340,200	\$ 340,200	\$ -	\$ 126,000	\$ 806,400	\$ 680,400	\$ -	\$ 126,000	\$ 806,400	\$ 1,612,800	
FAITH-BASED												
32	The Wall Las Memorias Project PH-001057	\$ 78,000	\$ 78,000			\$ 156,000	\$ 156,000			\$ 156,000	\$ 312,000	1-8
		\$ 78,000	\$ 78,000	\$ -	\$ -	\$ 156,000	\$ 156,000	\$ -	\$ -	\$ 156,000	\$ 312,000	
HE/RR NATIVE AMERICAN												
33	APLA Health & Wellness PH-001058	\$ 87,000	\$ 87,000			\$ 174,000	\$ 174,000			\$ 174,000	\$ 348,000	1-8
		\$ 87,000	\$ 87,000	\$ -	\$ -	\$ 174,000	\$ 174,000	\$ -	\$ -	\$ 174,000	\$ 348,000	
GRAND TOTAL		\$ 1,814,700	\$ 1,814,700	\$ 2,118,000	\$ 2,351,100	\$ 8,098,500	\$ 3,629,400	\$ 2,118,000	\$ 2,351,100	\$ 8,098,500	\$ 16,197,000	